

PTO/SB/82 (04-05)
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**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	09/777,179
Filing Date	February 5, 2001
First Named Inventor	John Michael Dunn
Art Unit	3624
Examiner Name	Jagdish Patel
Attorney Docket Number	602/3 (formerly 2940.2.1)

I hereby revoke all previous powers of attorney given in the above-identified application.

A Power of Attorney is submitted herewith.

OR

I hereby appoint the practitioners associated with the Customer Number: 27538

Please change the correspondence address for the above-identified application to:

The address associated with
Customer Number: 27538

OR

Firm or
Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature

Name

Howard H. Conyack, Jr.

Date

January 24, 2006

Telephone

(866) 557-6959

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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PTO/SB/96 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Howard H. Conyack, Jr.Application No./Patent No.: 09/777,179 Filed/Issue Date: February 2, 2001Entitled: **SYSTEM AND METHOD FOR FACILITATING REALTOR-ASSISTED LOAN SHOPPING AND ORIGINATION**

Worldwide Financial Resources, Inc., a corporation
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title and interest.
 The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
 The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
 The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
 The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Howard H. Conyack
 Signature

January 24, 2006

Date

Howard H. Conyack, Jr.

(866) 557-6959

Printed or Typed Name

Telephone Number

Vice President of Business Development

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

I.P. COLLATERAL SECURITY AND PLEDGE AGREEMENT

THIS I.P. COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of November 11, 2004 is made and entered into by and among William Hoefling ("Hoefling"), Paul Quinn ("Quinn") and Crystal Pond Capital Partners, LLC ("Crystal Pond") (collectively, the "Lender" or the "CPCP Parties") and Worldwide Financial Resources, Inc. ("Financial Resources" or "Assignee", and together with the CPCP Parties, the "Parties").

WHEREAS, the Parties hereto, among others, have entered into that certain Settlement Agreement and Release even date herewith (the "Settlement Agreement") wherein, among other things, Financial Resources has agreed to purchase and the CPCP Parties have agreed to sell the software known as "EliteAgents" including any intellectual property related thereto.

WHEREAS, the Lender has agreed to loan to Assignor \$170,000 pursuant to a Negotiable Promissory Note issued to Crystal Pond by Financial Resources in such principal amount dated of even date herewith (the "Note");

WHEREAS, Financial Resources has agreed to assume the obligations of Elite Mortgage Capital Corporation, an affiliate of Crystal Pond, under that certain Promissory Note dated December 1, 2003, between Elite Mortgage Capital Corporation and Milestone Capital, Inc. and EliteAgents Mortgage Services, Inc. (the "Milestone Note");

WHEREAS, pursuant to the terms of the Note, the Assignor and the Lender are also parties to a I.P. Technology Sale Agreement of even date (as amended and in effect from time to time, the "I.P. Technology Sale Agreement");

WHEREAS, it is a condition precedent to the Lender making the loan evidenced by the Note that the Assignor execute and deliver to the Lender an agreement in substantially the form hereof; and

WHEREAS, pursuant to the I.P. Technology Sale Agreement the Assignor has agreed to grant to the Lender a security interest in that certain I.P. Technology (as defined below) being sold pursuant to the I.P. Technology Sale Agreement to secure the payment and performance of the Secured Obligations (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. DEFINITIONS.

The following terms shall have the meanings set forth in this §1 or elsewhere in this Agreement referred to below:

I.P. Technology Sale Agreement. Has the meaning set forth in the recitals set forth above.

Agreement. This I.P. Collateral Security and Pledge Agreement, as amended and in effect from time to time.

I.P. Collateral. All of the Assignor's right, title and interest in and to all of the I.P. Technology, I.P. License Rights, and all other I.P. Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

I.P. License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any I.P. Technology, or I.P. Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

I.P. Rights. With respect to the I.P. Technology, any and all past, present or future rights in, to and associated with the patents, copyrights, trade secrets and trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements of or any other damages or injury to the I.P. Collateral, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the I.P. License Rights.

I.P. Technology. The software known as "EliteAgents", its source code, and any products, processes, trade secrets, and documentation related thereto, including but not limited to any software and copies or derivatives thereof as same may have been, changed modified, improved or interfaced (the "Software") and the Patent.

Patent. All patents and patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, related to: (a) a certain U.S. provisional patent application, entitled System and Method for Facilitating Realtor Assisted Loan Shopping and Origination, bearing patent application number 60/180013, and the corresponding utility patent application bearing application number 09/777179, and all related letters patent thereto of the United States or any other country, and all applications for letters patent of the United States or any other country; all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof; the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and (e) the right to make and prosecute applications for the Patent.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of

the I.P. Collateral, any value received as a consequence of the ownership, possession, use or practice of any I.P. Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the I.P. Collateral.

PTO. The United States Patent and Trademark Office.

Secured Obligations. Shall have the same meaning as ascribed to that term in the I.P. Technology Sale Agreement.

2. GRANT OF SECURITY INTEREST.

To secure the payment and performance in full of all of the Secured Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Lender, BY WAY OF COLLATERAL SECURITY, all of the I.P. Collateral. THE LENDER ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that, to the best of its knowledge and belief: (i) the Patent sets forth all the patents, rights to patents and patent applications now owned, licensed, controlled or used by the Assignor; (ii) no issued patents are subsisting in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Patent; (iii) to the best of the Assignor's knowledge, there is no infringement by others of the Patent or I.P. Rights; (iv) no claim has been made that the use of the Patent does or may violate the rights of any third person, and to the best of the Assignor's knowledge there is no infringement by the Assignor of the patent rights of others; (v) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patent, free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by the Assignor not to sue third persons, other than the security interest created by this Agreement;

(B) In addition, the Assignor represents, warrants and covenants that: (i) the Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees which will enable it to comply with the covenants herein contained; (ii) this Agreement will create in favor of the Lender a valid and perfected first priority security interest in the I.P. Collateral upon making the filings referred to in this §3; and except for the filing of financing statements with the Secretary of State of New Jersey under the Uniform Commercial Code applicable in those states and the filing of this Agreement or a notice with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by the Assignor, or (2) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Lender's prior written consent the Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the I.P. Collateral, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Agreement, the I.P. Technology Sale Agreement or any other financing agreement between the Parties. Notwithstanding the foregoing, Assignor shall be permitted to assign the I.P. Collateral to an affiliate, provided that such affiliate (i) guarantees Assignor's payment obligations under the Note and (ii) agrees to be bound by the terms and conditions of this Agreement and executes all documents necessary to evidence and perfect a security interest in the I.P. Collateral in favor of Lender. Any such assignment by Assignor to an affiliate shall not release Assignor from its obligations under this Agreement or the Note.

5. AFTER-ACQUIRED PATENTS, ETC.

5.1 After-acquired Patents. If, before the Secured Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new patents, patent applications or patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the I.P. Collateral or any improvement on any of the I.P. Collateral, the provisions of this Agreement shall automatically apply thereto and the Assignor shall promptly give to the Lender notice thereof in writing and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request further to transfer title thereto to the Lender.

5.2 Amendment to Schedule. The Assignor authorizes the Lender to modify this Agreement, without the necessity of the Assignor's further approval or signature, to include any future or other Patent or I.P. Rights under §2 or §5 hereof.

6. PATENT PROSECUTION.

6.1 Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the I.P. Collateral, and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Lender in connection with the Lender's title to any of the I.P. Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain patent counsel acceptable to the Lender. Lender represents that, to the best of their knowledge, through the date hereof, patent counsel has been Madson & Metcalf, Salt Lake City, Utah, and that all patent counsel's fees, costs and expenses through the date hereof have been paid in full.

6.2 Assignor's Duties, etc. The Assignor shall have the duty to prosecute diligently any related patent applications of the Patent pending as of the date of this Agreement or thereafter and to preserve and maintain all rights in the Patent, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall

be incurred or which shall accrue with respect to the Patent. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor.

6.3 Assignor's Enforcement Rights. The Assignor shall have the right, with the consent of the Lender, to bring suit or other action in the Assignor's own name to enforce the Patent and the I.P. Rights. The Lender shall join in such suit or action as may be necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Lender is completely satisfied that such joinder will not subject any of them to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including legal fees, incurred by the Lender pursuant to this §6.

6.4 Protection of Patents, etc. In general, the Assignor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the I.P. Collateral. The Assignor shall not willfully take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would affect the validity, grant or enforcement of any of the I.P. Collateral.

6.5 Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of the Patent or the Assignor's rights, title or interests in and to any of the I.P. Collateral, and of any event which does or reasonably could materially adversely affect the value of any of the I.P. Collateral, the ability of the Assignor or the Lender to dispose of any of the I.P. Collateral or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the I.P. Collateral).

7. RESTRICTION ON TRANSFER.

The Assignor agrees not to sell, assign, transfer, encumber or sublicense its interest in the Patent, without the prior written consent of the Lender. Any such sale, assignment, transfer, encumbrance or sublicense on or after the date hereof which is effected without the Lender's consent shall be terminable by the Lender upon Event of Default.

8. EVENTS OF DEFAULT/REMEDIES.

The occurrence of any of the following events shall constitute an event of default (an "Event of Default"):

(a) (i) If Financial Resources (the "Maker") shall default in the payment of the principal of the Note, the Milestone Note, or any other note issued pursuant to the I.P. Technology Sale Agreement after the same shall become due and payable after the expiration of cure periods (if any) and after notice is given (if required);

(ii) intentionally omitted;

(iii) The entry of a decree or order by a court having jurisdiction adjudging the Maker a bankrupt or insolvent, or approving a petition seeking reorganization, arrangement, adjustment, or composition of or in respect of the Maker, under federal bankruptcy law, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, and the continuance of any such decree or order unstayed and in effect for a period of 60 days; or the commencement by the Maker of a voluntary case under federal bankruptcy law, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by the Maker to the institution of bankruptcy or insolvency proceedings against the Maker, or the filing by the Maker of a petition or answer or consent seeking reorganization or relief under federal bankruptcy law or any other applicable federal or state law, or the consent by the Maker to the filing of such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, or similar official of the Maker or of any substantial part of the Maker's property, or the making by the Maker of an assignment for the benefit of creditors, or the admission by the Maker in writing of the Maker's inability to pay the Maker's debts generally as they become due, or the taking of action by the Maker in furtherance of any such action.

(iv) If Worldwide Parties shall default in the due observance or performance of any covenant, condition or agreement to be observed or performed pursuant to the Note, the I.P. Technology Sale Agreement, or the Settlement Agreement and which default, if capable of cure, is not cured within fifteen (15) days; or

(v) Any representation, warranty, certification or statement made by or on behalf of Financial Resources, its affiliates or its principals in the I.P. Technology Sale Agreement, Note, or Settlement Agreement or in any certificate or other document delivered pursuant hereto or thereto shall have been incorrect in any material respect when made.

Remedies Upon Default

(b) Upon the occurrence of an Event of Default referred to in §8 (i,ii,iv,v) above the principal amount then outstanding of, and the accrued and unpaid interest (if any) on, the Note shall automatically become immediately due and payable without presentment, demand, protest, or other formalities of any kind, all of which are hereby expressly waived by the Maker. Upon the occurrence of an Event of Default referred to in §8 (iii) above, the Holder, by notice in writing given to the Maker, may declare the entire principal amount then outstanding of, and the accrued and unpaid interest on, this Note to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, without presentation, demand, protest, or other formalities of any kind, all of which are expressly waived by the Maker.

(c) The Holder may institute such actions or proceedings in law or equity as the Holder shall deem expedient for the protection of the Holder's rights and may prosecute and enforce the Holder's claims against all assets of the Maker, and in connection with any such action or proceeding shall be entitled to receive from the Maker payment of the principal amount of this Note plus accrued and unpaid interest to the date of payment plus reasonable expenses of collection including, without limitation, attorney's fees and expenses.

(d) If an Event of Default shall have occurred and be continuing, then interest on the Note shall accrue at a default rate of fourteen and one half percent (14.5%) (the "Default Rate") from the date of such Event of Default and Lender may, at any time thereafter, at its option by written notice and demand to Financial Resources (and without in any way limiting or being limited by the demand nature and other provisions of the Note), declare the principal to be immediately due and payable, and thereupon the same shall become so due and payable, without presentment, further demand, protest or notice, all of which are hereby waived by Financial Resources; provided that the entire principal and all accrued interest on this Note shall be automatically due and payable upon the occurrence of an Event of Default without the need for any written notice and demand.

(vi) If any Event of Default shall have occurred and be continuing, then upon notice by the Lender to the Assignor: (i) the Assignor's right, interest and title with respect to the I. P. Technology as set forth in §7 shall be subject to §10; (ii) the Assignor shall immediately cease and desist from the practice, manufacture, use and sale of the I.P. Technology and any copyrights and inventions claimed, disclosed or covered by the I.P. Technology or the Patents; and (iii) the Lender shall have, in addition to all other rights and remedies given it by this Agreement, the I.P. Technology Sale Agreement, and the Settlement Agreement and any other related financing documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the I.P. Collateral, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the I.P. Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Notice of any sale, license or other disposition of any of the I.P. Collateral shall be given to the Assignor at least fifteen (15) days before the time that any intended public sale or other disposition of such I.P. Collateral is to be made or after which any private sale or other disposition of such I.P. Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Lender for any cost or expense incurred by the Lender in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as the Lender may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the

power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use any of the I.P. Technology, to practice, make, use or sell the I.P. Technology and the inventions disclosed or claimed in any of the I.P. Technology, to grant or issue any exclusive or nonexclusive license of any of the I.P. Technology to any person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the I.P. Technology or any part thereof or interest therein to any person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in any of the I.P. Collateral.

12. TERMINATION.

At such time as all of the Secured Obligations have been finally paid and satisfied in full, this Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the I.P. Collateral previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Lender pursuant to the I.P. Technology Sale Agreement, and this Agreement.

13. COURSE OF DEALING.

No course of dealing among the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the I.P. Technology Sale Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the I.P. Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the I.P. Collateral, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all overdue amounts due and payable by the Assignor hereunder shall be a debt secured by the I.P. Collateral and shall bear, whether before or after judgment, interest at the Default Rate.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER ASSUMES NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE I.P. COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDER WITH RESPECT TO SUCH LIABILITIES.

17. RIGHTS AND REMEDIES CUMULATIVE.

All of the Lender's rights and remedies with respect to the I.P. Collateral, whether established hereby, by the I.P. Technology Sale Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the I.P. Technology Sale Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Lender contained therein.

18. NOTICES.

All notices and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, return receipt requested, or by nationally known overnight courier (i.e., Federal Express) addressed as follows:

(a) if to the Assignor,

Worldwide Financial Resources, Inc.
557 Cranbury Rd.
East Brunswick, NJ 08816
Attention: David Findel

with a copy to,

Michael Sirota, Esq.
Cole, Schotz, Meisel, Forman & Leonard, PA
Court Plaza North
25 Main Street
Hackensack, New Jersey 07601

or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice; and

(b) if to the Lender,

Crystal Pond Capital Partners, LLC
335 Old Army Rd.
Backing Ridge, NJ 07920
Attention: William Hoefling

with a copy to,

William S. Katchen, Esq.
Duane Morris LLP
744 Broad St., Suite 1200
Newark, NJ 07102

or at such other address for notice as the Lender shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective, if sent by registered or certified first-class mail, return receipt requested, or by nationally-known overnight courier, on the day received.

19. AMENDMENT AND WAIVER.

This Agreement may not be amended or modified orally, but only by an instrument in writing executed on behalf of the Assignor and the Lender, except as provided in §5.2. The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

20. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). The Assignor agrees that any suit for the enforcement of this Agreement shall be brought in the courts of the State of New Jersey or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §18. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

21. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any punitive damages. The Assignor (i) certifies neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise, that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the I.P. Technology Sale Agreement and the other agreements and instruments related thereto to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this §21.

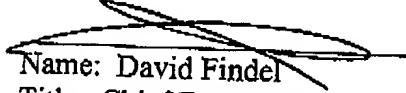
22. MISCELLANEOUS.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Lender and its respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the I.P. Technology Sale Agreement, the terms of this Agreement shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

Wordwide Financial Resources, Inc.

By:


Name: David Findel
Title: Chief Executive Officer

Crystal Pond Capital Partners, LLC

By: William Hoeft

William Hoeft
William Hoeft

Paul Quinn
Paul Quinn

CERTIFICATE OF ACKNOWLEDGMENT

COUNTY OF ~~ESSEX~~ Middlesex

In Witness Whereof; I hereunto set my hand.

John Doe
Notary Public
My Commission Expires:

LOUANN CAIRN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/11/2016

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement" or "Agreement"), dated as of November 11, 2004 (the "Settlement Date") is made and entered into by and among William Hoefling ("Hoefling"), Paul Quinn ("Quinn") and Crystal Pond Capital Partners, LLC ("Crystal Pond") (collectively, the "CPCP Parties") and Worldwide Financial Resources, Inc. ("Financial Resources"), Financial Resources, L.L.C., Financial Resources New Jersey, Inc., Financial Resources of New York, Inc., U.S. Mortgage Capital, David Findel, Norman Koenigsberg (collectively, the "Worldwide Parties", and together with the CPCP Parties, the "Parties"), Howard Conyack ("Conyack") and Allen Pollack ("Pollack").

WITNESSETH:

WHEREAS, on or about September 8, 2004, Ohio Savings Bank N.A., commenced an action by filing a complaint against, among others, the Worldwide Parties in the United States District Court for the District of New Jersey captioned Ohio Savings Bank N.A., v. Worldwide Financial Resources, Inc., et al., Case No. 04-4324 (DMC) (the "District Court Action");

WHEREAS, on or about September 27, 2004, Hoefling filed a motion to intervene as a party-plaintiff in the District Court Action, which motion the Worldwide Parties have opposed and is now pending;

WHEREAS, on or about September 27, 2004, the Worldwide Parties commenced an action against Hoefling and Quinn in the Superior Court of New Jersey, Middlesex County, Chancery Division (the "State Court") captioned Worldwide Financial Resources, Inc., et al., v. William Hoefling and Paul Quinn, Case No. C-000235-04 (the "State Court Action", together with the District Court Action, the "Litigation");

WHEREAS, on or about October 8, 2004, Hoefling and Quinn filed an answer, counterclaim and third-party complaint against, among others, the Worldwide Parties in the State Court Action;

WHEREAS, the Parties generally deny the claims of the other and deny any liability or wrongdoing whatsoever; however, the Parties wish to amicably resolve all issues relating to the Litigation in order to avoid the costs associated with lengthy litigation.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Settlement Amount and Terms.

(a) The CPCP Parties shall receive the sum of \$450,000 in cash from Stephen Koenigsberg and David Findel, within one (1) business day of the Settlement Date.

(b) Financial Resources shall issue a negotiable Promissory Note to Crystal Pond in the principal sum of \$50,000.00, which note shall be payable without interest in twenty-four (24) equal monthly installments of \$2,083.33, with the first payment due on January 15, 2005.

(c) Upon the Settlement Date, the parties shall file stipulations of dismissal with prejudice, withdraw with prejudice any pending actions/motions in the pending Litigation and obtain the appropriate order of dismissal of the State Court Action pursuant to the New Jersey Court Rules; provided however, that notwithstanding dismissal with prejudice of the Litigation, claims arising under (i) this Settlement Agreement and (ii) the I.P. Technology Sale Agreement (as defined below) shall not be released or otherwise discharged and no party to this Settlement Agreement shall invoke the doctrine of issue preclusion, collateral estoppel, res judicata or any similar doctrine in defense of an action commenced after execution of this Settlement Agreement based on claims arising under this Settlement Agreement. Further, the order dismissing the Litigation shall provide that any claims arising under this Settlement Agreement shall be subject to all applicable rights and defenses of the other party to the Agreement.

2. Sale of the I.P. Technology. As part of this Settlement Agreement, the CPCP Parties agree to sell, and Financial Resources agrees to purchase, the software known as "EliteAgents", its source code, and any products, processes, trade secrets, and documentation related thereto, including but not limited to any software and copies or derivatives thereof as same may have been, changed modified, improved or interfaced (collectively, hereinafter referred to as the "I.P. Technology"). The Parties will negotiate the definitive terms and conditions of an intellectual property purchase and sale agreement (the "I.P. Technology Sale Agreement"), but the following is a general outline of the principle terms and conditions that will be set forth in the I.P. Technology Sale Agreement.

(a) Purchase Price. The purchase price for the I.P. Technology shall be \$170,000, which amount shall be paid by a Negotiable Promissory Note (the "I.P. Sale Note") issued to Crystal Pond by Financial Resources.

(b) Terms of the I.P. Sale Note. The principal amount of the I.P. Sale Note shall be \$170,000. The I.P. Sale Note shall be payable without interest in forty-eight (48) equal monthly installments in the amount of \$3,541.67, with the first monthly payment due on January 15, 2005.

(c) Purchase Money Security Interest. Financial Resources shall grant Crystal Pond or its assignee a first priority perfected purchase money security interest in the I.P. Technology, including without limitation, a security interest in the "EliteAgents" patent application. The purchase money security interest shall remain in place until such time as Financial Resources' has fully and indefeasibly satisfied its obligations under the I.P. Sale Note. Further, the Worldwide Parties agree that they will execute all documents and instruments and take all steps necessary to effectuate the granting of said purchase money security interest in the I.P. Technology to Crystal Pond, including, without limitation, executing a purchase money security agreement.

(d) Financial Resources shall assume the obligations of Elite Mortgage Capital Corporation, an affiliate of Crystal Pond, under that certain Promissory Note dated December 1, 2003, between Elite Mortgage Capital Corporation and Milestone Capital, Inc. and EliteAgents Mortgage Services, Inc.

(e) The closing of I.P. Technology Sale Agreement shall occur on November 9, 2004, or as soon thereafter as is practicable, at the offices of the CPCP Parties' counsel, Duane Morris LLP or, with the mutual consent of the Parties hereto, by facsimile.

(f) Pending closing of the I.P. Technology Sale Agreement, the Worldwide Parties agree to maintain the status quo with respect to the I.P. Technology.

3. Release by Worldwide Parties. The Worldwide Parties, Conyack and Pollack hereby discharge, acquit, release, remise, and give up any and all claims, rights, interests and remedies which they may have against the CPCP Parties and their agents and all attorneys, including Duane Morris LLP (collectively, the "CPCP Released Parties"), including all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, claims for non feasance, claims for malfeasance, claims for negligence, claims for fraud, claims for breach of fiduciary duty, equitable or otherwise, third party claims, claims based on joint and several liability, and claims related to any statute, laws, rules, regulations, or otherwise, which the Worldwide Parties may have, ever had, now have, or hereafter can, shall, or may have, for, upon or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the Settlement Date, including, but not limited to, any claim that was or could have been asserted in the Litigation (the "Worldwide Claims"). This release shall be binding upon the Worldwide Parties, Conyack and Pollack and their successors and assigns and extends to the Worldwide Claims each now has or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, including, but not limited to any claim that was or could have been asserted in the Litigation, from the beginning of the world to the Settlement Date. Nothing herein shall be construed to release the CPCP Parties' obligations arising under this Settlement Agreement or under the I.P. Technology Sale Agreement.

4. Release by CPCP Parties. The CPCP Parties hereby discharge, acquit, release, remise, and give up any and all claims, rights, interests (including any equity interests, if any, held by them in Financial Resources) and remedies which they may have against the Worldwide Parties, Conyack, Pollack, and their successors, assigns, agents, attorneys and accountants (collectively, the "Worldwide Released Parties"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, claims for non feasance, claims for malfeasance, claims for negligence, claims for fraud, claims for breach of fiduciary duty, equitable or otherwise, third party claims, claims based on joint and several liability, and claims related to any statute, laws, rules, regulations, or otherwise, which the CPCP Parties may have against the Worldwide Released Parties, the CPCP Parties ever had, now have, or hereafter can, shall, or may have, for, upon or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the Settlement Date, including, but not limited to, any claim that was or could have been asserted in the Litigation (collectively, the "CPCP Claims").

This release shall be binding upon the CPCP Parties and their successors and assigns and extends to the CPCP Claims each now has or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, including, but not limited to any claim that was or could have been asserted in the Litigation, from the beginning of the world to the date to the Settlement Date. Nothing herein shall be construed to release the Worldwide Released Parties' obligations arising under (i) this Settlement Agreement; (ii) the I.P. Technology Sale Agreement; (iii) the Promissory Notes payable to Crystal Pond pursuant to ¶ 1(b) and 2(b) of this Agreement or; (iv) the Purchase Money Security Agreement to be executed in connection with the I.P. Technology Sale Agreement.

5. Admissions. It is agreed that this Settlement Agreement constitutes a compromise of disputed claims and that the payment and provision of consideration by or on behalf of any of the Parties shall not be construed as an admission of guilt and liability by any party. This Settlement Agreement shall not be admissible in any action in support of any allegation of wrongdoing or liability by any party hereto regardless of whether either of the Parties is a party to that action.

6. Non-Disclosure. From the date of this Settlement Agreement forward, all Parties and their attorneys and other representatives, agents and employees of any of them shall keep the terms and conditions of this Settlement Agreement confidential and shall not disclose any term or condition of this settlement except as ordered by a Court of competent jurisdiction or except by permission expressly granted in writing by the other party. This provision may be enforced by immediate injunctive relief and such other relief as may be necessary, it being understood and agreed by both parties that disclosure of the terms and conditions of this settlement will or could expose each other to an immediate risk of irreparable injury. In the event that the Parties are subject to any court proceeding in which disclosure of any term or condition of this settlement is sought, then they shall give the other party hereto reasonable notice of such Court proceeding so that Plaintiff may seek to intervene and undertake to protect their right to nondisclosure of the terms and conditions of this settlement.

7. Voluntariness. The Parties represent and agree that they fully understand the terms of this Settlement Agreement and enter into this Settlement Agreement voluntarily without any coercion or duress on the part of any person or entity. The Parties are not relying on any representation or warranty in entering into this Settlement Agreement except for those set forth herein.

8. Time. The Parties represent and agree that they were given adequate time to consider all implications of this Settlement Agreement prior to entering into it, and to freely and fully consult with and seek the advice of whomever they deemed appropriate, and have done so.

9. Counsel. The Parties represent and agree that they consulted with their own respective attorneys, or have voluntarily declined to retain and consult attorneys, before signing this Settlement Agreement.

10. Signatures. This Settlement Agreement may be executed in several counterparts, each of which shall be an original, so that all of which, taken together, shall constitute one and the same instrument. Signatures may be obtained by facsimile and any such signature shall be considered as original.

11. Severability. In the event that any part of this Settlement Agreement shall be found to be illegal or in violation of public policy, or for any reason unenforceable at law, such finding shall not invalidate any other part hereof.

12. Applicable Law. The procedural and substantive rights, liabilities and remedies of the parties to this Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

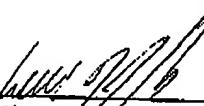
13. Non-Assignment of Claims. The Parties represent they have not assigned any claims which were or may have been asserted against any party in the above described Litigation.

14. Authority. The Parties executing this Settlement Agreement represent that they are authorized to enter into this Settlement Agreement and to sign same.

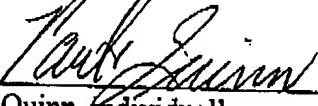
IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release on the date set forth above.

ACKNOWLEDGED AND AGREED

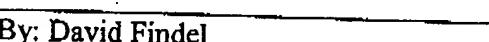
Crystal Pond Capital Partners, LLC


By: William H. Hoefling


William H. Hoefling, individually


Paul Quinn, individually

Worldwide Financial Resources, Inc.


By: David Findel

Financial Resources, L.L.C.


By: David Findel

Financial Resources New Jersey, Inc.


By: David Findel

Financial Resources of New York, Inc.


By: David Findel

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release on the date set forth above.

ACKNOWLEDGED AND AGREED

Crystal Pond Capital Partners, LLC

By: William H. Hoefling

William H. Hoefling, individually

Paul Quinn, individually

Worldwide Financial Resources, Inc.

By: David Findel

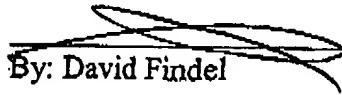
Financial Resources, L.L.C.

By: David Findel

Financial Resources New Jersey, Inc.

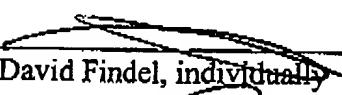
By: David Findel

Financial Resources of New York, Inc.

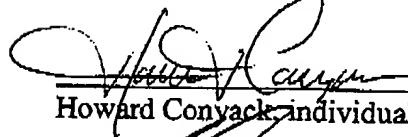

By: David Findel

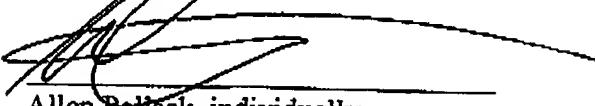
U.S. Mortgage Capital


By: David Findel


David Findel, individually


Norman Koenigsberg, individually


Howard Conyack, individually


Allen Pollack, individually

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

NOTICE OF COLLATERAL SECURITY AND PLEDGE AGREEMENT

This notice of I.P. Collateral Security and Pledge Agreement is made as of November 11, 2004 by and among William Hoefling ("Hoefling"), Paul Quinn ("Quinn") and Crystal Pond Capital Partners, LLC ("Crystal Pond") (collectively, the Lender or the "CPCP Parties") and Worldwide Financial Resources, Inc. ("Financial Resources" or "Assignor"; together with the CPCP Parties, the "Parties").

The parties hereto agree as follows:

To secure the payment and performance in full of all of the secured obligations in that certain I.P. Technology Sale Agreement and I.P. Collateral Security and Pledge Agreement, the Assignor hereby grants, assigns, transfers and conveys to the Lender, BY WAY OF COLLATERAL SECURITY, a certain U.S. provisional patent application, entitled System and Method for Facilitating Realtor Assisted Loan Shopping and Origination, bearing patent application number 60/180013, and the corresponding utility patent application bearing application number 09/777179, and any patent, division or reissue stemming from the patent applications (the "Patent").

Without the Lender's prior written consent and except for licenses of the I.P. Collateral granted after the date hereof in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Patent or the I.P. Technology Sale Agreement or any other financing agreement between the Parties.

This NOTICE OF COLLATERAL SECURITY AND PLEDGE AGREEMENT is not a complete summary of the agreement; and reference is made thereto for a complete statement of the terms and conditions of the agreement and the rights appertaining thereto. In the event of any inconsistency between this notice and the I.P. Collateral Security and Pledge Agreement, the latter shall govern. This agreement may be executed in counterparts.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

Crystal Pond Capital Partners, LLC

By.

Paul Quinn

William Hoefling

Worldwide Financial Resources, Inc.

By:

NYU265722.4

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF ESSEX

Before me, the undersigned, this 10th day of November, 2004 personally appeared William Hestin known to me to be the Member of Crystal Park, Captain Powers LLC, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand.

Muller
Notary Public _____
My Commission Expires: Attory -at- law,
State of New Jersey

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF ESSEX

Before me, the undersigned, this 10th day of November, 2004 personally appeared Paul Austin and that he as, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually.

In Witness Whereof; I hereunto set my hand.

Muller
Notary Public _____
My Commission Expires: Attory -at- law,
State of New Jersey

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF ESSEX

Before me, the undersigned, this 10th day of November, 2004 personally appeared William Hoeffig, and that he as, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually.

In Witness Whereof; I hereunto set my hand.



Notary Public Attorney-at-Law,
My Commission Expires: State of New Jersey

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF ESSEX

Before me, the undersigned, this _____ day of _____, 2004 personally appeared _____ known to me to be the _____, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

In Witness Whereof; I hereunto set my hand.

Notary Public
My Commission Expires:

Crystal Pond Capital Partners, LLC

By: _____

Paul Quinn

William Hoefling

Worldwide Financial Resources, Inc.

By: _____

David Findel, CEO

NY\265722,4

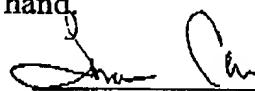
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF ESSEX

Before me, the undersigned, this 11 day of November, 2004 personally appeared DANIEL FINN known to me to be the CEO, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

In Witness Whereof; I hereunto set my hand.



Notary Public

My Commission Expires: 2/13/2016

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF ESSEX

Before me, the undersigned, this _____ day of _____, 2004 personally appeared _____ and that he as, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually.

In Witness Whereof; I hereunto set my hand.

Notary Public

My Commission Expires: